

WILMER, CUTLER & PICKERING

1666 K STREET, N. W.

WASHINGTON, D. C. 20006

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ALLEN H. HARRISON, JR.

DIRECT LINE (202)

872-6093

13608

RECORDATION NO. Filed 1425

March 29, 1982

MAR 29 1982-2 42 PM

Dear Madam Secretary:

INTERSTATE COMMERCE COMMISSION

On behalf of Leaseco, I submit for filing and recording under 49 U.S.C. § 11303(a), the enclosed executed counterparts of a Tank Car Service Contract. This is a primary document not previously recorded with the Interstate Commerce Commission.

2-088AC94

The parties to this transaction are:

Leaseco (a California general partnership)

Lessor

1370 Brea Boulevard

Fullerton, California 92635

No.

MAR 29 1982
Date
Fee \$ 50.00

ICC Washington, D. C.

Andrews Petroleum Services, Inc. (a California corporation) - Lessee

1370 Brea Boulevard

Fullerton, California 92635

The said Tank Car Service Contract provides that the Lessor shall furnish to the Lessee twenty tank cars, and the Lessee shall pay the Lessor stipulated charges for services.

The equipment covered by the Tank Car Service Contract consists of twenty 33,500 gallon tank cars, numbers AGLX 1131-1150.

A short summary of the document to appear in the index is as follows:

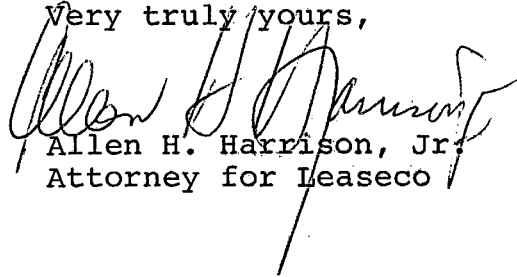
Tank Car Service Contract made and entered into as of June 1, 1981 covering 20 33,500 gallon capacity tank cars, numbers AGLX 1131-1150.

MAR 29 2 39 PM '82

C. Dennis Harrison

Once the filing has been made, please return to the bearer the stamped counterparts not required for filing purposes, together with the fee receipt, the letter from the Interstate Commerce Commission acknowledging the filing, and the extra copies of this letter of transmittal.

Very truly yours,



Allen H. Harrison, Jr.
Attorney for Leaseco

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures

AHH/iw

BY HAND

Interstate Commerce Commission
Washington, D.C. 20423

3/29/82

OFFICE OF THE SECRETARY

Allen H. Harrison, Jr.

Wilmer, Cutler & Pickering

1666 K. Street, N.W.

Washington, D.C. 20006

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **3/29/82** at **2:45pm**, and assigned recordation number(s). **13608**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

LEASECO

MAR 29 1982 - 3 42 PM

Tank Car Service Contract INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, made and entered into as of June 1, 1981
by and between LEASECO, Hereinafter called "Lessor" and ANDREWS PETROLEUM SERVICES, INC. located at Fullerton, California, Hereinafter called "Lessee".

W I T N E S S E T H:

1. Lessor agrees to furnish to the Lessee, and the Lessee agrees to accept and use, upon the terms and conditions herein set forth, the following-described tank cars (hereinafter referred to as the "cars", for the use of each of which cars the Lessee agrees to pay to Lessor the following services charges:

Description of Cars-service charge.

<u>Number of Cars</u>	<u>Type</u>	<u>Approximate Capacity Per Car (in Gallons)</u>	<u>Service Charge Per Car Per Month</u>
20 (AGLX 1131-1150 Inclusive)	105 A 300W	33,500	\$ 1,000.00

Said service charges shall become effective, with regard to each of the cars, upon the date of arrival thereof at the loading point designated by Lessee, (hereinafter referred to as the "Effective Date") and shall continue in effect, with regard to each such car until returned to Lessor, as hereinafter provided in Article 5, at the end of the term of this Agreement, Payment of said service charges shall be made to LEASECO on the first day of each month in advance without deduction.

Delivery of Cars.

2. Each of the cars shall be considered as delivered to the Lessee hereunder upon the Effective Date. Furnishing of the cars by Lessor shall be subject to all causes beyond the control of Lessor.

Cars
Subject to
Customer's
Inspection

3. Each of the cars shall be subject to the Lessee's inspection before loading; and the loading of each such car shall constitute acceptance thereof by the Lessee hereunder, and shall be conclusive evidence of the fit and suitable condition of each such car for the purpose of transporting the commodities then and thereafter loaded therein.

Responsibility
for Damage
from
Lading

4. In the event the tank of any of the cars, or the fittings or appurtenances thereto, shall become damaged by the commodity loaded herein, the Lessee agrees to assume responsibility to such damage.

Return
of Cars

5. The Lessee agrees immediately upon the expiration of this Agreement, to return each of the cars to Lessor at Lessor's designated loading point, and to give Lessor advance written notice of such return.

Maintenance.

6. Lessee agrees to maintain each of the cars in good condition and repair, according to the Code of Rules of the Association of American Railroads. No repairs to any of the cars shall be made by the Lessee for Lessor's account without the Lessor's prior written consent. If any of the cars shall become unfit for service, and shall be reported to Lessor as needing repairs then the service charges covering each such car shall abate from and after a period of five (5) days from the date upon which each such car shall be so reported, until each such car shall be repaired and returned to service, or shall be replaced by another car.

Substitution
of Cars

7. In the event any of the cars shall become damaged or destroyed Lessor shall have the right, but shall not be obligated, to substitute therefore, another car of the same type and capacity.

Reports
and
Mileage.

8. The Lessee agrees to furnish Lessor, upon request, with complete reports of the movements of the cars, including dates loaded and shipped, commodity, destination, and full junction routing; and Lessor agrees to keep records pertaining to the movements of the cars. Lessee shall collect all mileage earned by the cars while the cars shall be in the Lessee's service hereunder, and shall return said mileage so collected to the Lessor. Lessee agrees to report said mileage credit to the Lessor on or about the last day of the second month during which such mileage shall be earned.

Excess
Empty
Mileage.

9. The Lessee agrees so to use the cars that their mileage under load shall be equal to their mileage empty upon each railroad over which the cars shall move; and, upon the expiration of this Agreement, should the empty mileage of the cars upon any railroad exceed the loaded mileage of the cars on such railroad the Lessee agrees to pay Lessor, as an additional service charge, for such excess of empty mileage at the rates established by the tariffs of the railroad upon which such excess shall be incurred.

Lettering
of Cars.

10. The Lessee shall place no lettering or marking of any kind upon the cars without Lessor's prior written consent except that, for the purpose of evidencing the operation of the cars, in the Lessee's service hereunder, the Lessee shall be permitted to board, placard, or stencil, the cars, with letters not to exceed two (2") inches in height.

Responsibility
for Taxes.

11. Lessee agrees to assume responsibility for, and to pay all property taxes levied upon the cars and to file all property tax reports relating thereto.

Responsibility
for Lading -
Personal
Injury.

12. Lessor shall not be liable for any delay or loss of, or damage to, commodities or any part thereof, loaded or shipped in the cars, however such a loss or damage shall be caused,

or shall result. The Lessee agrees to assume responsibility for, to indemnify Lessor against and to save it harmless from, any such loss or damage, or claim therefor. Lessee further agrees to indemnify Lessor against and to save it harmless from claims relating to injuries or fatalities to persons not Lessor's employees, arising in any manner out of any use, possession or operation of any of the cars, except while the car is in Lessor's possession or being worked upon by Lessor or except when caused by or resulting from the negligence of Lessor or its agents or employees.

Use of
Cars
Assignment.

13. The Lessee agrees to use the cars exclusively in the Lessee's own service within the boundaries of the continental United States, (exclusively of Alaska and Hawaii) Canada, and Mexico, and to make no transfer or assignment of this Agreement, or of the cars, without Lessor's prior written consent; and this Agreement, and the rights of the Lessee herein, shall not be assignable or transferable by operation of law. No title, leasehold, or property interest of any kind in any of the cars shall vest in the Lessee or in the Lessee's successors or assigns by reason of this Agreement, or by reason of the delivery to or use by, the Lessee of the cars.

14. If the Lessee shall fail to carry out and perform any of the obligations on its part to be performed under this Agreement or if a petition, in bankruptcy, for reorganization for a Trustee, or for a Receiver, shall be filed by or against the Lessee, then and in any of said events, Lessor shall have, without notice or demand the right immediately to repossess the cars, to remove the cars from the Lessee's service, and to terminate this Agreement. If Lessor shall not terminate this Agreement, the Lessee's liability for said car service charges shall continue. The rights and remedies herein given to Lessor shall in no way limit its rights and remedies given or provided by law or in equity.

15. The Lessee agrees to return cars in the same condition as when initially received, ordinary wear and tear excepted.

Terms of
Agreement

16. This Agreement shall remain in full force and effect, with regard to each of the cars from the date hereof until April 30, 1989.

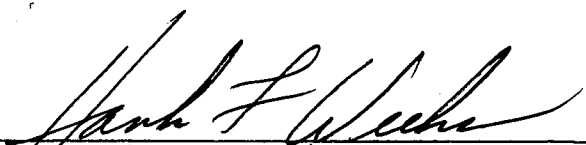
17. Said cars to be used exclusively for the transportation of Natural Gasoline and/or Liquified Petroleum Gas.

18. Lessor hereby assigns all available investment tax credit associated with the purchase of the subject twenty (20) cars to Lessee. Depreciation to be retained by Lessor.

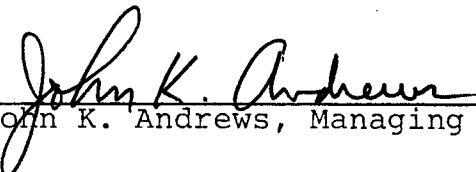
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered the day and year first above written.

LEASECO

By

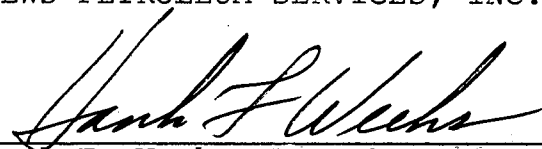

Hank F. Weeks, Managing Partner

By


John K. Andrews, Managing Partner

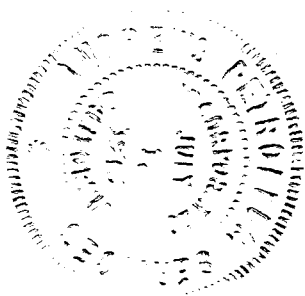
ANDREWS PETROLEUM SERVICES, INC.

By


Hank F. Weeks, Executive Vice President

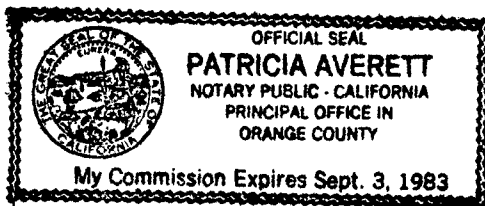
By


John Andrews, Executive Vice President




State of California)
) ss
County of Orange)

On this 25th day of March, 1982 before me, Patricia Averett
_____, a Notary Public for the State of California, personally
appeared Hank F. Weeks, known to me to be the person described
in and who executed the foregoing instrument and he
acknowledged that he executed the same as his free act and deed.



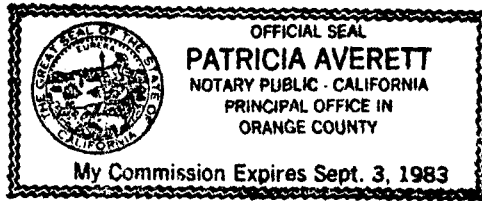
[Seal]


Notary Public
State of California

My commission expires on September 3, 1983

State of California)
) ss
County of Orange)

On this 25th day of March, 1982 before me, Patricia Averett
 , a Notary Public for the State of California, personally
appeared John K. Andrews, known to me to be the person
described in and who executed the foregoing instrument and he
acknowledged that he executed the same as his free act and deed.



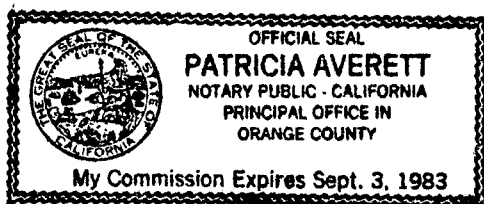
[Seal]

Patricia Averett
Notary Public
State of California

My commission expires on September 3, 1983

State of California)
) ss
County of Orange)

On this 25th day of March, 1982, before me,
Patricia Averett, a Notary Public for the State of
California, personally appeared John Andrews and Hank F.
Weeks to me personally known, who being by me duly sworn,
say that they are the Executive Vice Presidents of
Andrews Petroleum Services, that the seal affixed to the
foregoing instrument is the corporate seal of said corporation,
that said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors, and be
acknowledged that execution of the foregoing instrument
was the free act and deed of said corporation.





Notary Public
State of California

[Seal]

My commission expires September 3, 1983